

61/8
1 BILL NO. S-80-06. 23

2 SPECIAL ORDINANCE NO. S- 74-80

3
4 AN ORDINANCE approving an Agreement with
5 Clark, Dietz Engineers Division for pro-
6 fessional engineering services.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

9 SECTION 1. That the Agreement dated May 29, 1980,
10 between the City of Fort Wayne, by and through its Mayor and
11 the Board of Public Works and Clark, Dietz Engineers Division,
12 CRS Group Engineers, Inc., for:

13 Professional engineering service for
14 the Lakeside stormwater interceptor and
treatment project.

15 for a total cost of \$487,250.00, of which the City will pay
16 40% and the balance paid by Environmental Protection Agency,
17 all as more particularly set forth in said Agreement which
18 is on file in the Office of the Board of Public Works and is
19 by reference incorporated herein, made a part hereof and is
20 hereby in all things ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and
22 effect from and after its passage and approval by the Mayor.

23
24 Samuel J. Talarico
COUNCILMAN

25 APPROVES AS TO FORM AND
26 LEGALITY JUNE 24, 1980.

27 J. E. Hoffman
28 JOHN E. HOFFMAN
29 City Attorney
30
31
32

Read the first time in full and on motion by Solomon, seconded by Easter, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 6/24/80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Solomon, seconded by Solomon, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 7-8-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) _____ (GENERAL) _____ (ANNEXATION) _____ (SPECIAL) _____

(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-74-80

on the 8th day of July, 19 80.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Virvian J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 19 80, at the hour of 11:30 o'clock PM M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 9th day of July, 19 80, at the hour of 4 o'clock P M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-06-23

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement with Clark, Dietz Engineers Division
for professional engineering services

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

Samuel J. Talarico
Paul M. Burns
John Nuckols
Mark E. GiaQuinta
Roy J. Schomburg
7-8-80
CONCURRED IN

DATE 7-8-80 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

April 18, 1980

The Common Council
Fort Wayne, IN

Gentlemen and Mrs. Schmidt:

A Professional Engineering Contract Agreement is being entered into with Clark, Dietz Engineers, Inc., to prepare the detailed plans, specifications, estimates, etc., for the Lakeside Stormwater Interceptor and Treatment Project in the amount of \$487,250.00.

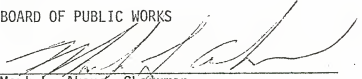
The Professional Engineering Service will be completed on or before September 15, 1980, in order that a Step III Application can be submitted to both the State and Federal (EPA) Agencies for the eventual funding of the construction of the project. This Professional Engineering Service is eligible for both State and Federal Funds in the amount of eighty-five (85) percent. However, due to the magnitude of this project, the time available to complete the engineering, specifications, estimates, etc., and the built-in slow approval process by the federal agency, the utility may receive only sixty (60) percent funding.

A Professional Engineering Contract Agreement for your formal approval will be submitted to you within the next thirty (30) days.


Therefore, the Board of Public Works respectfully requests a "Prior Approval" on this Agreement so that the above scheduled work can be completed on schedule.

Sincerely,

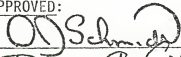

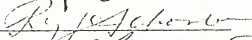
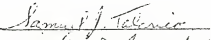
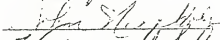


BOARD OF PUBLIC WORKS


Mark L. Akers, Chairman

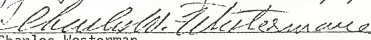
CITY OF FORT WAYNE


Win Moses, Jr., Mayor

PRB/ns
APPROVED:

ATTEST:


Charles Westerman
Clerk

AN EQUAL OPPORTUNITY EMPLOYER

AGREEMENT FOR CONSULTING ENGINEERING SERVICES WITH CLARK, DIETZ ENGINEERS DIV., CRS GROUP ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IS BEING ENTERED INTO WITH THE ABOVE FIRM TO ENABLE THE CITY OF FORT WAYNE TO PREPARE THEIR APPLICATION, STEP III, TO BOTH THE FEDERAL AND STATE EPA FOR FUNDING AND LATER CONSTRUCTION OF THE LAKESIDE STORMWATER INTERCEPTOR AND TREATMENT PROJECT. THE AMOUNT CITY WILL RECEIVE IS AT THIS TIME 60%.

SINCE THERE WAS A DEADLINE OF SEPTEMBER 15, 1980, THE BOARD OF WORKS ACQUIRED A PRIOR APPROVAL ON APRIL 18, 1980 IN ORDER TO FACILITATE THIS PROJECT STUDY, WHICH IS NOW UNDER WAY.

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT made as of the 28 day of May, in the year Nineteen Hundred and Eighty by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, hereinafter referred to as the OWNER, and Clark, Dietz Engineers Division, CRS Group Engineers, Inc., hereinafter referred to as the ENGINEER, WITNESSETH THAT:

WHEREAS, the OWNER intends to construct improvements to its wastewater collection system, as defined in both the "Proposal Details for Professional Engineering Services Step II Portion of the Lakeside Interceptor and Treatment Project", and the recommended alternate described in the "Lakeside Study Area Modified Facility Plan" attached as "Exhibit A" (which shall hereinafter be called the PROJECT).

NOW, THEREFORE, the OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - STEP 2 SERVICES OF THE ENGINEER

1.1. General.

1.1.1. The ENGINEER agrees to perform professional services in connection with the PROJECT as hereinafter stated.

1.1.2. The ENGINEER will serve as the OWNER's professional engineering representative in those phases of the PROJECT to which the Agreement applies, and will give consultation and advice to the OWNER during the performance of his services.

1.1.3. The ENGINEER will furnish the personnel and facilities necessary to accomplish the work within the required time.

1.2. Design Phase. (Step 2)

After authorization to proceed with the design the ENGINEER will:

1.2.1. On the basis of the PROJECT prepare for incorporation in the Contract Documents detailed drawings and plans, to a scale acceptable to the OWNER, to show the character and scope of the work to be performed by contractors on the PROJECT (hereinafter called the "Drawings"), and instructions to bidders, general conditions, special conditions and technical provisions (hereinafter called the "Specifications").

1.2.2. Furnish to the OWNER all engineering data and assistance required in the preparation of the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT. Services under this Section shall include preparation of Permits for construction and operation of the PROJECT and preparation of a Step 3 Grant Application.

1.2.3. Advise the OWNER of any adjustment of the cost estimate for the PROJECT caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the PROJECT based on the completed Drawings and Specifications.

1.2.4. Prepare proposal forms and notice to bidders and Contract Documents for review by the OWNER.

1.2.5. Furnish 10 copies in addition to those required for approval by the governing authorities of the Drawings and Specifications in final form.

1.2.6. Provide the OWNER with one set of original Drawings and Specifications which reflect all changes in the documents made prior to the award of the construction contracts.

1.3. Geotechnical Survey

The ENGINEER will provide core borings, probings, subsurface explorations, laboratory tests and inspection and testing of soil samples and analyses by a registered professional engineer for purposes of both the structural foundation and the interceptor design and cost estimating. The subcontract for the Geotechnical Survey shall contain all applicable provisions of Appendix C-1 of this Agreement.

1.4. Field Surveys

The ENGINEER will use existing aerial and other available survey information to the maximum extent possible. If required, the ENGINEER will perform additional field survey work as necessary to supplement this existing information.

1.5. Audio-Video Coverage

The ENGINEER will provide a color audio-video tape recording of surface features of the construction area, as determined by the final design, for the purpose of preconstruction documentation of existing conditions. The subcontract for the Audio-Video services shall contain all applicable provisions of Appendix C-1 of this Agreement.

1.6. Value Engineering

The ENGINEER will provide informal, ongoing value engineering at a level of effort that will assure that any potential benefits to be obtained from value engineering will be realized. This effort specifically does not include the level of rigor and documentation generally required by U.S. Environmental Protection Agency Regulations since these Regulations are not believed to apply to this project. In the event it is determined the U.S. Environmental Protection Agency Regulations must be complied with the additional effort required to provide formal documentation would be performed under the provisions of Section 2 - Supplemental Services of the Engineers.

1.7 Minority Business Enterprise

The ENGINEER will secure the services of a qualified Minority Business Enterprise which will either meet or exceed the current percentage goals of U.S.E.P.A. Region V for the services covered under this Agreement. The subcontract for these services will contain all applicable provisions of Appendix C-1 of this Agreement.

SECTION 2 - SUPPLEMENTARY SERVICES OF THE ENGINEER

2.1. General.

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain under subcontract additional supplementary services of the following types which will be paid for by the OWNER as described in Section 4.

2.1.1. Additional services due to significant changes in scope of the PROJECT or its design including, but not limited to, changes in size, complexity, or character of construction or should time for completion of Step 2 be delayed beyond one calendar year from authorization to proceed.

2.1.2. Revising previously approved studies, reports, design documents, Drawings or Specifications.

2.1.3. Additional services resulting from the PROJECT involving more than three general construction contracts, or separate construction contracts for different building trades, or separate equipment contracts.

2.1.4. Preparing detailed renderings, exhibits or scale models for the PROJECT.

2.1.5. Furnishing additional copies of reports and additional prints of Drawings and Specifications beyond 10 copies of all applicable documents.

2.1.6. Additional services in connection with the PROJECT including services normally furnished by the OWNER as described in Section 3 herein and services not otherwise provided for in this Agreement.

2.1.7. Preparing to serve and serving as an expert witness for the OWNER in any litigation or other proceeding involving the PROJECT.

2.1.8. Provide formal value engineering services conducted in conformance with U.S. Environmental Protection Agency guidelines in effect at the time of the start of work including formal, written reports documenting the value engineering effort.

2.1.9. Any design work, other than the required piping for the operation of the new treatment facilities, associated with additional pumping, wetwell capacities, chlorination, electrical or other modifications to the existing storm treatment facilities.

2.1.10. Any design work associated with either the structural or electrical modifications to meet the OSHA requirements for the existing pump stations.

2.1.11. Any Step 2 design involving railroad relocation other than services necessary to obtain required permits and licenses.

SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

3.1. Provide full information as to his requirements for the PROJECT.

3.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT.

3.3. Guarantee access to and make all provisions for the ENGINEER to enter upon public lands and make every reasonable effort to obtain access to private lands as required for the ENGINEER to perform his work under this Agreement.

3.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.5. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

3.6. Furnish, or direct the ENGINEER in writing to provide at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

SECTION 4 - PAYMENTS TO THE ENGINEER

4.1. Payments for Services and Expenses of the ENGINEER as described in Section 1 of the above described Agreement for Consulting Engineering Services.

4.1.1. The OWNER will pay the ENGINEER for basic services performed under Section 1, Paragraphs 1.1, 1.2, 1.4 and 1.6 at a rate equal to the ENGINEER's direct salary cost plus the following:

4.1.2. Fringe benefits at 37.0% of direct salary cost. These fringe benefits are defined as those costs associated with Social Security, Workmen's Compensation, unemployment taxes, insurance, pensions and similar items.

4.1.3. Overhead and Indirect Costs at 110.0% of direct salary cost. These costs are defined as general and administrative costs and other direct costs of operation of the firm.

4.1.4. Direct expenses will be billed at actual cost to the OWNER. These expenses include travel, out-of-pocket expenses, printing, postage, telephone and other similar items.

4.1.5. These estimated fees for the above described services are contained in the EPA Form 5700-41 attached to and made a part of this agreement.

4.1.6. The maximum total cost reimbursement for the services described in Section 1, Paragraphs 1.1, 1.2, 1.4, and 1.6 and direct expenses shall be Three Hundred Forty-Three Thousand Four Hundred Thirty-Four Dollars (\$343,434) unless revised by subsequent amendment.

4.1.7. In addition to the Cost Reimbursement as previously described in Paragraph 4.1.6, the ENGINEER will receive a Fixed Professional Fee of Fifty Five Thousand Four Hundred Sixteen Dollars (\$55,416). In the event of termination of the ENGINEER's services, in accordance with Appendix C-1, the ENGINEER will receive a percentage of the Fixed Professional Fee in proportion to the accrued Cost Reimbursement as described in Paragraphs 4.1.2, 4.1.3 and 4.1.4 divided by the maximum total cost reimbursement as described in Paragraph 4.1.6.

4.1.8. The fringe benefit rate and the overhead and indirect cost rate set forth in Paragraphs 4.1.2 and 4.1.3 are interim provisional billing rates for purposes of presentation of periodic detailed statements. The final allowable fringe benefit rate and overhead and indirect cost rate will be determined in accordance with 41 CFR 1-15.4, Contract Cost Principles and Procedures. The final allowable cost, as determined in accordance with these cost principles and procedures, for services described in Paragraphs 1.1, 1.2, 1.4 and 1.6 of this Agreement, together with the Fixed Professional Fee of Fifty-Five Thousand Four Hundred Sixteen Dollars (\$55,416) shall not exceed Three Hundred Ninety-Eight Thousand Eight Hundred Fifty Dollars (\$398,850) unless increases are approved by the OWNER.

4.1.9. If, during the period of performance, the ENGINEER's estimated allowable fringe benefit and/or overhead and indirect cost rates increase or decrease from the interim billing rates set forth in this Agreement to the extent that cumulative billed costs no longer represent substantially the cost incurred by the ENGINEER, the ENGINEER and OWNER agree to establish revised interim billing rates equitable to both parties and being subject to the approval of the U.S.E.P.A. The revised interim billing rates shall be retroactive to the start of the project and shall be used for the presentation of future periodic statements until such time as final allowable rates are determined through audit.

4.1.10. The OWNER shall pay the ENGINEER the actual cost of the Geotechnical Survey as described in Section 1, Paragraph 1.3 Audio-Video coverage as described in Section 1, Paragraph 1.5, and Section 1, Paragraph 1.7 Minority Business Enterprise without increase. The total cost for these services shall not exceed Eighty-Eight Thousand Four Hundred Dollars (\$88,400).

4.1.11. The OWNER shall pay the ENGINEER for additional services performed under Section 2 on the basis of level of effort and fixed fee negotiated for each service or subcontract as authorized in writing.

4.1.12. The ENGINEER shall prepare statements for approval and payment by the OWNER for services described in Section 1 monthly during the progress of the work. Payment shall be due upon receipt of the statement by the OWNER.

4.2 Retainage.

The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by this Agreement. The OWNER at any time, however, after fifty (50) percent of the work has been completed, if he finds satisfactory progress is being made, shall reduce retainage to five (5%) percent of the Contract Price (zero retainage on the last 50% of the Work). When the work is substantially complete the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. When either a Step 3 Grant award is received by the OWNER or after a period of one (1) year from the date of this Agreement whichever is earlier, payment shall be made in full.

4.3. General.

4.3.1. All moneys not paid the ENGINEER within 60 days of when due hereunder shall bear interest at 12% per annum.

4.3.2. The ENGINEER will commence work on the PROJECT within three (3) calendar days of receipt of notice to proceed from the OWNER.

4.4. Completion.

The ENGINEER will submit Contract Documents to the OWNER for review within 120 calendar days from authorization to proceed unless the ENGINEER is delayed by causes beyond his control.

SECTION 5 - GENERAL CONDITIONS

5.1. Estimates.

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that the bids for the construction cost of the project will not vary from cost estimates prepared by him. However, the ENGINEER will provide for the OWNER to the E.P.A. detailed justification for any bids which exceed 10% of his estimate.

5.2. Insurance.

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

5.2.1. It is expressly understood that the ENGINEER shall indemnify and save harmless the OWNER from all claims, actions and damages arising out of or resulting from the services of the ENGINEER under this Agreement. The ENGINEER shall be responsible for all damages to life and property due to the activity of the ENGINEER, its subcontractors, agents, or employees, in connection with its services and the ENGINEER shall be responsible for all parts of the work, both temporary and permanent until its services performed under this Agreement are declared completed and approved by the OWNER.

5.3. Successors and Assigns.

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

SECTION 6 - SPECIAL PROVISIONS

Services provided under this Agreement will be funded in part through a federal construction grant administered by the U.S. Environmental Protection Agency. Thus, Appendix C-1 - REQUIRED PROVISIONS - CONSULTING ENGINEERING AGREEMENTS, as contained in 40 CFR Part 35 Subpart E and published in the "Federal Register" on December 29, 1976, is hereby incorporated by reference, in total, into this Section of the Agreement.

SECTION 7 - GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Indiana.

SECTION 8 - OWNERSHIP OF DOCUMENTS

Ownership of documents shall be in conformance with applicable provisions of Appendix C-1 as adopted herein by reference.

SECTION 9 - TERMINATION

Termination of this Agreement shall be in conformance with applicable provisions of Appendix C-1 as adopted herein by reference.

AGREEMENT

FORT WAYNE, INDIANA
APRIL 1980
PAGE 9

IN WITNESS WHEREOF, the parties hereto do execute this AGREEMENT this
28 day of May, 1980.

OWNER:

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA



Mark L. Akers, Chairman


Herbert R. Gamache, Member


Roberta Anderson Staten, Member

ENGINEER:

CRS GROUP ENGINEERS, INC.
CLARK, DIETZ ENGINEERS, DIVISION


Vice President

ATTEST:


Assistant Secretary

Approved as to Form & Legality


Associate City Attorney

ATTEST:


Sandra Kennedy, Clerk,
Board of Public Works

EXHIBIT "A"

SCOPE OF PROJECT

The recommended alternate in the "Lakeside Study Area Modified Facility Plan" is Plan "F". The scope of work for this Step 2 agreement is therefore based on this alternate.

Plan "F" consists of the following major components:

1. 5600 LF 84 in. diameter sewer at 0.28% from Third Street to the St. Joseph River.
2. 2700 LF 102 in. diameter sewer at 0.11% from the St. Joseph River to Tecumseh Street.
3. 4450 LF 108 in. diameter sewer at 0.09% from Tecumseh Street to the CSO treatment center.
4. 35 60 foot wide screening modules for preliminary treatment of a peak flow rate of 260 MGD.
5. An 8000 square foot building to house the screening equipment and appurtenances.
6. 800 LF of 27 in. diameter sewer to convey dry weather flows to the WPC treatment plant.
7. 1800 LF of 12 in. diameter sewer from the Fairmount Lift Station to the Lakeside Interceptor.
8. 1700 LF of 30 in. diameter sewer from the Griswold Drive Lift Station to the Lakeside Interceptor.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form.)

Form Approved
OMB No. 158-R0144

PART I-GENERAL

1. GRANTEE City of Fort Wayne, Indiana		2. GRANT NUMBER C180599 06
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Clark Dietz Engineers Division, CRS Group Engineers, Inc.		4. DATE OF PROPOSAL 10 April 1980
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 211 North Race Street Urbana, Illinois 61801		6. TYPE OF SERVICE TO BE FURNISHED Step II Portion of the Lakeside Interceptor and Treatment Project

PART II-COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
See Attachment B		\$	\$	
DIRECT LABOR TOTAL:				\$ 131,974.00
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	× BASE =	ESTIMATED COST	
See Attachment A		\$	\$	
Fringe Benefits	37%	131,974.00	48,830.38	
General and Administrative Overhead	110%	131,974.00	145,171.40	
INDIRECT COSTS TOTAL:				\$ 194,002.00
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION 31 Trips @ \$120 per trip			\$ 3,720.00	
(2) PER DIEM 125 Days @ \$45 per day			\$ 5,616.00	
TRAVEL SUBTOTAL:			\$ 9,336.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
Misc. Survey Equipment			\$ 250.00	\$ 250.00
EQUIPMENT SUBTOTAL:			250.00	
c. SUBCONTRACTS				ESTIMATED COST
Soils				\$ 35,000.00
Minority Business Enterprise				50,000.00
Audio-Video Taping				3,400.00
SUBCONTRACTS SUBTOTAL:				\$ 88,400.00
d. OTHER (Specify categories)				ESTIMATED COST
Postage, Telephone, UPS, Printing, Xerox, etc.				\$ 7,872.00
See Attachment C				
OTHER SUBTOTAL:				\$ 7,872.00
e. OTHER DIRECT COSTS TOTAL:				\$ 105,858.00
10. TOTAL ESTIMATED COST				\$ 431,834.00
11. XEROX Fixed Professional Fee				\$ 55,416.00
12. TOTAL PRICE				\$ 487,250.00

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES
(Indicate basis for price comparison)

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES
(Indicate basis for price comparison)

MARKET
PRICE(S)PROPOSED
PRICE

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If "Yes" give name address and telephone number of reviewing office)

Defense Contract Audit Agency
527 S. LaSalle Street, Suite 333
Chicago, Illinois 60605
Attn: Mr. Norbert Kubczak (312) 353-5181

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

41 CFR 1-15.2; 41 CFR 1-15.4

14c.

This proposal is submitted for use in connection with and in response to (1) Request for Proposal by
the City of Fort Wayne. This is to certify to the best of my knowledge

the City of Fort Wayne. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of

(2) 10 April 1980 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) 5 MAY 1980
DATE OF EXECUTION

SIGNATURE OF PROPOSER

VICE PRESIDENT

TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER _____

Chairman of the Board of Works

TITLE OF REVIEWER

16. EPA REVIEWER (If applicable)

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

ATTACHMENT A
OVERHEAD RATES

<u>FRINGE BENEFITS</u>	<u>% OF DIRECT PROJECT SALARY COST</u>
Holiday Pay	5.8
Vacation Pay	7.7
Sick Pay	2.4
Payroll Taxes	9.5
Employees Insurance	5.8
Pension Plan	5.3
Severance, Jury Duty, etc.	<u>0.5</u>
Total Fringe Benefit Rate	37.0
<u>GENERAL & ADMINISTRATIVE OVERHEAD</u>	
Overhead Labor	37.0
Deferred Compensation	3.5
Occupancy	13.7
Travel & Auto Expense	9.7
General Insurance	6.8
Office Supplies & Printing	3.5
Communications	6.9
Corporate Management Fees	13.2
Professional & Outside Services	2.2
Taxes (Exclude FIT)	2.2
Equip. Rentals & EDP	4.4
Depreciation	1.9
Comp. Fees, Dues, Pubs.	2.0
Legal & Audit Fees	<u>3.0</u>
Total G & A Overhead Rate	110.0
COMPOSITE OVERHEAD RATE	147.0

ATTACHMENT B

MANDAY ESTIMATE

	<u>Mandays</u>		<u>Manhours per Day</u>		<u>Hourly Salary</u>		<u>Total Salary</u>
Principal	57	x	8	x	24.04	=	\$ 10,962.24
Project Director	89	x	8	x	19.23	=	13,691.76
Project Manager	159	x	8	x	15.87	=	20,186.64
Project Engineer	181	x	8	x	12.51	=	18,114.48
Engineer	245	x	8	x	10.85	=	21,266.00
Senior Tech.	96	x	8	x	9.50	=	7,296.00
Technician	63	x	8	x	8.50	=	4,284.00
Senior Draftsman	145	x	8	x	9.50	=	11,020.00
Draftsman	236	x	8	x	7.00	=	13,216.00
Spec Writer	55	x	8	x	12.51	=	5,504.40
Typist	30	x	8	x	6.50	=	1,560.00
Survey	<u>87</u>	x	<u>8</u>	x	<u>7.00</u>	=	<u>4,872.00</u>
	1443				11.43		\$131,973.52

ATTACHMENT C
OTHER EXPENSE BREAKDOWN

<u>Item</u>	<u>Percent of Direct Salary</u>
Telephone, Postage, UPS	1.49%
Xerox, Printing	2.48
General Office Expense	<u>1.99</u>
Total Other Expense	5.96%

APPENDIX C-1—REQUIRED PROVISIONS—
CONSULTING ENGINEERING AGREEMENTS

1. General
2. Responsibility of the Engineer
3. Scope of Work
4. Changes
5. Termination
6. Remedies
7. Payment
8. Project Design
9. Audit Access to Records
10. Price Reduction for Defective Cost or Pricing Data
11. Subcontracts
12. Labor Standards
13. Equal Employment Opportunity
14. Utilization of Small or Minority Business
15. Covenant Against Contingent Fees
16. Gratuities
17. Patents
18. Copyrights and Rights in Data

1. GENERAL

(a) The owner and the engineer agree that the following provisions apply to the EPA grant-eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.

(b) The work under this agreement is funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor the U.S. Environmental Protection Agency (hereinafter, "EPA") is a party to this agreement. This agreement which covers grant-eligible work is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939 in effect on the date of execution of this agreement. As used in these clauses, the words "the date of execution of this agreement" mean the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

(c) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.

2. RESPONSIBILITY OF THE ENGINEER

(a) The engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the engineer under this agreement. The engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

(b) The engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable EPA requirements in effect on the date of execution of this agreement.

(c) The owner's or EPA's approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the engineer of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement

or of any cause of action arising out of the performance of this agreement.

(d) The engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or EPA caused by the engineer's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The engineer shall not be responsible for any time delays in the project caused by circumstances beyond the engineer's control. Where innovative processes or techniques (see 40 CFR 35.908) are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.

3. SCOPE OF WORK

The services to be performed by the engineer shall include all services required to complete the task or Step in accordance with applicable EPA regulations (40 CFR Part 35, Subpart E in effect on the date of execution of this agreement) to the extent of the scope of work as defined and set out in the engineering services agreement to which these provisions are attached.

4. CHANGES

(a) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services work to be performed. If such changes cause an increase or decrease in the engineer's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. The engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the engineer of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

(b) No services for which an additional compensation will be charged by the engineer shall be furnished without the written authorization of the owner.

(c) In the event that there is a modification of EPA requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.

5. TERMINATION

(a) Either party may terminate this agreement, in whole or in part, by written notice, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) The owner may terminate this agreement, in whole or in part, by written notice, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new step) and the engineer is given (1) not less than ten (10) calendar days written notice (delivered by

certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

(c) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the engineer at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the engineer's default. If the engineer terminates for default or if the owner terminates for cause, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the engineer for services rendered and expenses incurred before the termination, in addition to termination settlement costs the engineer reasonably incurs relating to commitments which had become firm before the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the engineer may have accumulated in performing this agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the engineer from all claims and damages arising out of improper use of the engineer's work.

(f) If, after termination for failure of the engineer to fulfill contractual obligations, it is determined that the engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (c) of this clause provides.

6. REMEDIES

Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the engineer arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

7. PAYMENT

(a) Payment shall be made in accordance with the payment schedule incorporated in this agreement as soon as practicable upon submission of statements requesting payment by the engineer to the owner. If no such payment schedule is incorporated in this agreement, the payment provisions of this paragraph (b) of this clause shall apply.

(b) The engineer may request monthly progress payments and the owner shall make them as soon as practicable upon submission of statements requesting payment by the engineer to the owner. When such progress payments are made, the owner may

withhold up to ten (10) percent of the vouchers amount until satisfactory completion by the engineer of work and services within a step called for under this agreement. When the owner determines that the work under this agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for his protection, he shall release to the engineer such excess amount.

(c) No payment request made under paragraph (a) or (b) of this clause shall exceed the estimated amount and value of the work and services performed by the engineer under this agreement. The engineer shall prepare the estimates of work performed and shall supplement them with such supporting data as the owner may require.

(d) Upon satisfactory completion of the work performed under this agreement, as a condition precedent to final payment under this agreement or to settlement upon termination of the agreement, the engineer shall execute and deliver to the owner a release of all claims against the owner arising under or by virtue of this agreement, other than such claims, if any, as may be specifically excepted by the engineer from the operation of the release in stated amounts to be set forth therein.

8. PROJECT DESIGN

(a) In the performance of this agreement, the engineer shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes, consistent with 40 CFR 35.938-3 and 35.938-13 in effect on the date of execution of this agreement, except to the extent to which innovative technology may be used under 40 CFR 35.908 in effect on the date of execution of this agreement.

(b) The engineer shall not, in the performance of the work under this agreement, produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the engineer knows to be available only from a sole source, unless the engineer has adequately justified the use of a sole source in writing.

(c) The engineer shall not, in the performance of the work under this agreement, produce a design or specification which would be restrictive in violation of sec. 204(a)(5) of the Clean Water Act. This statute requires that no specification for bid or statement of work shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal." With regard to materials, if a single material is specified, the engineer must be prepared to substantiate the basis for the selection of the material.

(d) The engineer shall report to the owner any sole-source or restrictive design or specification giving the reason or reasons why it is necessary to restrict the design or specification.

(e) The engineer shall not knowingly specify or approve the performance of work at a facility which is in violation of an air or water standards and which is listed by the Director of the EPA Office of Federal Activities under 40 CFR Part 15.

9. AUDIT ACCESS TO RECORDS

(a) The engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 30.605, 30.805, and 35.957-7 in effect on the date of execution of this agreement. The engineer shall also maintain the financial information and data used by the engineer in the preparation or support of the cost submission required under 40 CFR 35.937-5(b) in effect on the date of execution of this agreement and a copy of the cost summary submitted to the owner. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, owner, and (the State water pollution control agency) or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The engineer will provide proper facilities for such access and inspection.

(b) The engineer agrees to include paragraphs (a) through (c) of this clause in all his contracts and all other subcontracts directly related to project performance that are in excess of \$10,000.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and sound procedures and guidelines of the reviewing or audit agency(ies).

(d) The engineer agrees to the disclosure of all information and reports resulting from access to records under paragraphs (a) and (b) of this clause, to any of the agencies referred to in paragraph (a), provided that the engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the engineer.

(e) The engineer shall maintain and make available records under paragraphs (a) and (b) of this clause for performance on EPA grant work under this agreement and until 3 years from the date of final EPA grant payment for the project. In addition, those records which relate to any "Dispute" appearing in an EPA grant agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception.

10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(This clause is applicable if the amount of this agreement exceeds \$100,000.)

(a) If the owner or EPA determines that any price, including audit, materials, in connection with this agreement or any cost reimbursable under this agreement was increased by any significant sums because the engineer or any subcontractor furnished incomplete or inaccurate cost or pricing data

or data not current as certified in his certification of current cost or pricing data (EPA form 5700-1), then such price, cost, or profit shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be subject to the remedies clause of this agreement.

(Note.—Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the engineer may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the engineer. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

11. SUBCONTRACTS

(a) Any subcontractors and outside associates or consultants required by the engineer in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes during the performance of this agreement. The owner must give prior approval for any substitutions or in addition to such subcontractors, associates, or consultants.

(b) The engineer may not subcontract services in excess of thirty (30) percent for ——— percent, if the owner and the engineer hereby agree) of the contract price to subcontractors or consultants without the owner's prior written approval.

12. LABOR STANDARDS

To the extent that this agreement involves "construction" (as defined by the Secretary of Labor), the engineer agrees that such construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a-276a-7);

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);

(c) Copeland Anti-Kickback Act (18 U.S.C. 874); and

(d) Executive Order 11246 (Equal Employment Opportunity);

and implementing rules, regulations, and relevant orders of the Secretary of Labor or EPA. The engineer further agrees that this agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA form 5720-4) in effect at the time of execution of this agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with EPA policy as expressed in 40 CFR 30.420-5, the engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

14. UTILIZATION OF SMALL AND MINORITY BUSINESS

In accordance with EPA policy as expressed in 40 CFR 35.936-7, the engineer agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to par-

ticipate in the performance of EPA grant-assisted contracts and subcontracts.

15. COVENANT AGAINST CONTINGENT FEES

The engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. GRATUITIES

(a) If it is found, after notice and hearing, by the owner that the engineer, or any of the engineer's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the owner, of the State, or of EPA in an attempt to secure a contract or favorable treatment, including, amending, or making any determinations related to the performance of this agreement, the owner may, by written notice to the engineer, terminate the right of the engineer to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the owner shall be entitled: (1) To pursue the same remedies against the engineer as it could pursue in the event of a breach of the contract by the engineer, and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than 3 nor more than 10 times the costs the engineer incurs in providing any such gratuities to any such officer or employee.

17. PATENTS

If this agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of performance of this agreement, such invention or discovery shall be subject to the reporting and rights provisions of subpart D of 40 CFR part 30, in effect on the date of execution of this agreement, including appendix B of part 30. In such case, the engineer shall report the discovery or invention to EPA directly through the owner, and shall otherwise comply with the owner's responsibilities in accordance with subpart D of 40 CFR part 30. The engineer agrees that the disposition of rights to inventions made under this agreement shall be in accordance with the terms and conditions of appendix B. The engineer shall include appropriate patent provisions to achieve the purpose of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.

18. COPYRIGHTS AND RIGHTS IN DATA

(a) The engineer agrees that any plans, drawings, designs, specifications, computer

programs (which are substantially paid for with EPA grant funds), technical reports, operating manuals, and other work submitted with a step 1 facilities plan or with a step 2 or step 3 grant application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement (referred to in this clause as "Subject Data") are subject to the rights in the United States, as set forth in subpart D of 40 CFR part 30 and in appendix C to 40 CFR part 30, in effect on the date of execution of this agreement. These rights include the right to use, duplicate, and disclose such subject data, in whole or in part, in any manner for any purpose whatsoever, and to have others do so. For purposes of this clause, "grantee" as used in appendix C refers to the engineer. If the material is copyrightable, the engineer may copyright it, as appendix C permits, subject to the rights in the Government in appendix C, but the owner and the Federal Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The engineer shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.

(b) All such subject data furnished by the engineer pursuant to this agreement are instruments of his services in respect of the project. It is understood that the engineer does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the engineer's specific written verification or adaptation, such reuse will be at the risk of the owner, without liability to the engineer. Any such verification or adaptation will entitle the engineer to further compensation at rates agreed upon by the owner and the engineer.

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR CONSULTING ENGINEERING SERVICES - CLARK, DIETZ ENGRS.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-80-06-23

SYNOPSIS OF ORDINANCE AGREEMENT FOR CONSULTING ENGINEERING SERVICES - CLARK, DIETZ ENGINEERS

DIVISION, CRS GROUP ENGINEERS, INC., FOR PROFESSIONAL ENGINEERING SERVICE FOR THE LAKESIDE

STORMWATER INTERCEPTOR AND TREATMENT PROJECT. AMOUNT OF CONTRACT: \$487,250.00

(AGREEMENT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE COMPLETION OF ENGINEERING STUDY OR OR BEFORE SEPTEMBER 15, 1980 IN TIME FOR
STEP III OF EPA APPLICATION

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$487,250.00 - 60% TO BE PAID BY EPA
AND 40% BY CITY UTILITIES

ASSIGNED TO COMMITTEE Public Works